

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-202**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**SEASONAL REQUIREMENTS
FOR
SNOW & ICE REMOVAL SERVICES
FOR
CITY OF LINCOLN AND LANCASTER COUNTY FACILITIES**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, August 17, 2005**, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

If “YES”, Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 05-202**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS (After
receipt of individual orders)

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications, i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or

destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

**Specifications for Snow & Ice Removal Services
for City of Lincoln and Lancaster County Facilities**

1. SCOPE OF AGREEMENT

- 1.1 Contractor shall furnish equipment, materials, and operators for removal of snow and ice from parking lots, drives, sidewalks and related facilities for the City of Lincoln and Lancaster County during the 2005-06 winter season, ending May 1, 2006, with options to renew on an annual basis thereafter.
- 1.2 The attached sample Snow & Ice Removal Agreement and Appendix 1 serve as specifications, and describe minimum equipment requirements, obligations of the contractor and obligations of the City and County.
 - 1.2.1 The sample agreement need not be completed as part of your bid.

2. AGREEMENT AND CERTIFICATE OF INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid, contractor must execute a written agreement between the contractor and the City of Lincoln and Lancaster County.
- 2.2 Also within such time period, contractor must furnish a certificate of insurance in accordance with the requirements specified in the sample agreement, attached.
 - 2.2.1 All certificates of insurance shall be filed with the City of Lincoln and Lancaster County on the standard Accord Certificate of Insurance form, showing the specific limits of insurance coverage and listing the City of Lincoln and Lancaster County as additional insureds.
 - 2.2.2 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City and County thirty (30) days written notice of cancellation, non-renewal, or any material reduction of insurance coverage.
- 2.3 The City/County reserves the right to award this by Department, section or by any combination it deems in its best interest

3. BIDDING PROCEDURE

- 3.1 Read the attached "Instructions to Bidders"
 - 1.3.1 All references in the Instructions to Bidders to the "City" or the "City of Lincoln" shall be construed to include the "County" and "Lancaster County".
- 3.2 Bidders are urged to inspect the facilities listed in Appendix 1 prior to submitting their bids.
 - 3.2.1 Contact the City and County agents listed in Appendix 1 to arrange site inspections.
 - 3.2.2 Contractor will not be allowed extra compensation for any matter or thing concerning which contractor may have been fully informed prior to bidding.
- 3.3 Bids shall be submitted on the attached Proposal Form indicating the per hour rates, inclusive of all equipment, operator, and material costs and overhead & profit, for the following services:
 - 3.3.1 Pushing snow with vehicle-mounted snow plow.
 - 3.3.2 Hauling snow from facilities to snow dumps.
 - 3.3.3 Spreading gravel on parking lots and drives.
 - 3.3.4 Sidewalk snow removal.
 - 3.3.5 Applying ice melter to sidewalks.
- 3.4 Proposal Form must be accompanied by a listing of equipment and materials to be used by bidder for snow and ice removal services.
- 3.5 Bidders shall submit a qualifications statement and a list of references for similar snow and ice removal services with their bidding documents.
 - 3.5.1 References to be submitted with the bidding documents shall include a minimum of three (3) references of similar services provided within the last five (5) years.
 - 3.5.2 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for the City of Lincoln and Lancaster County.

**AGREEMENT FOR
SNOW REMOVAL SERVICES
FOR
CITY OF LINCOLN/LANCASTER COUNTY/BUILDING COMMISSION
PARKING FACILITIES**

THIS AGREEMENT, made this ____ day of _____, 2005, by and between _____, hereinafter referred to as Contractor and CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA bodies corporate and politic, hereinafter referred to as City/County.

WHEREAS, the City/County have full responsibility for snow and ice removal from certain parking facilities controlled by them; and WHEREAS, from time to time the City/County's resources are insufficient to accomplish snow and ice removal in a timely manner, it is then necessary to acquire additional resources for purposes of snow and ice removal from City/County parking facilities; and

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow and ice removal services for the City/County;

NOW, THEREFORE, WITNESSETH, THAT:

1. The Contractor hereby agrees to perform snow and ice removal services as hereinafter set forth during the 2005-06 winter season, beginning on the date of this contract and ending on May 1, 2006. Contractor shall perform required snow and ice removal services at the locations listed in Appendix 1, attached; and for the hourly rates listed herein:
 - 1.1 Pushing snow with vehicle-mounted snowplow
 - 1.2 Hauling snow from facilities to snow dumps
 - 1.3 Spreading gravel on parking lots and drives
 - 1.4 Sidewalk snow removal
 - 1.5 Applying ice melter to sidewalks
2. Contractor shall provide general liability insurance in the amount of \$2,000,000.00 combined single limit for property damage and personal injury. Contractor shall name the City of Lincoln and Lancaster County as additional insured as pertains to the performance of snow and ice removal services.
 - 2.1 The policy shall insure the City/County from any and all demands, claims causes of action, at law or in equity, resulting from the use of said equipment.
 - 2.2 The Contractor agrees to indemnify and save harmless the City/County from any and all demands, claims, causes of action, either at law or in equity arising out of performance of snow removal services.
 - 2.3 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under the Agreement.
 - 2.4 Contractor shall provide the City/County with certification of such insurance subject to approval by the City Attorney/County Attorney.
3. Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City / County for any purpose.
4. This Agreement may not be assigned by the Contractor without the written authorization of the City/County.
5. Contractor shall furnish all labor, equipment and materials to provide snow and ice removal services in accordance with the terms and conditions of this agreement, applicable laws and ordinances, and best industry practices.
6. The applicable City/County facilities, agents and billing addresses are identified in Appendix 1, attached hereto.
7. Snow and ice removal services at each facility, including, but not limited to, scheduling of work, identification of priority work, hauling of snow to snow dumps, clearing of driveways and circular lanes, clearing of sidewalks, blowing of snow from parking garage roofs, and spreading of gravel and ice melting compound, shall be coordinated with the various City/County Agents, providing that snow and ice removal from sidewalks shall comply with the Lincoln Municipal Code Section 14.80.110.
8. Salt or chloride-based products cannot be used as a melting agent on the sidewalk surfaces.
9. City/County agents shall notify Contractor in writing of cancellation of services at any facility.
10. This contract may be canceled by either party upon thirty (30) days written notice.

Dated this _____ day of _____, 2005.

FOR THE CITY OF LINCOLN

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MAYOR

FOR LANCASTER COUNTY

APPROVED AS TO FORM:

COUNTY ATTORNEY

CHAIRMAN, LANCASTER COUNTY COMMISSIONERS

FOR PUBLIC BUILDING COMMISSION

Attest:

LANCASTER COUNTY CLERK

CHAIRPERSON, PUBLIC BUILDING COMMISSION

EXECUTION BY CONTRACTOR

IF A CORPORATION

COMPANY NAME

(SEAL) SECRETARY

BY _____
SIGNATURE

WITNESS

TITLE

APPENDIX 1

Facilities and Agents

City of Lincoln/Lancaster County Public Parking Lots, Sidewalks and Facilities

Pershing Municipal Auditorium

Agent: Fred McCoy, Operations Director 441-8744
Tom Lorenz, Asst. Exec. Director 441-8744

Billing Address: Pershing Municipal Auditorium
226 Centennial Mall South
Lincoln, NE 68508

Recycling Drop-Off Sites

Agent: Gene Hanlon, Recycling Coordinator 441-7043

Billing Address: Lincoln Wastewater System
Solid Waste Operations
2400 Theresa Street
Lincoln, NE 68521

1. Southeast Corner, NW Roundhouse Dr. & West "P" Street
2. UN-L Food Stores Warehouse, 1200 No. 17th Street
3. University Place, 47th & St. Paul Streets
4. Gates of Praise, 70th & Vine Streets
5. A & J Recycling Site 3400 North 22nd (East side of Building)
6. Russ' Market, 63rd & Platte Avenue
7. Centro Plaza, 48th & "R" Streets (Behind Weight Watchers)
8. Southeast Community College, 88th & "O" Streets
9. Leon's Food Mart, 32nd & South Streets
10. Union College Athletic Field Parking Lot, 53rd & Calvert
11. East High School, Seacrest Field Parking Lot, 70th & "A" Streets
12. Lincoln School of Commerce Parking Lot, 19th & "L" Streets
13. Trabert Hall Parking Lot, 12th & South Streets
14. Pepsi Cola Distribution Facility, 1901 Windhoek Drive, South Industrial Park
15. UN-L East Campus Parking Lot, 33rd & Holdrege (behind Fire Station No. 2)
16. Sheridan Lutheran Church, 3700 Sheridan Blvd.
18. All Saints Lutheran Church, 8251 Pioneers Blvd.
19. Indian Village, 13th & High Streets (in alley behind grocery store)
20. Davey Recycling Site (South west part of Village, Davey, NE)
21. Waverly Plaza Recycling Site (Waverly, NE)
22. Coddington & West "A" Street (South of Russ's Market), Limited Hours of Operation-Key to be provided.
23. Highlands Fire Station, 5435 N.W. 1st Street

Lincoln City Libraries

Agent: Gary Meier, Bldg. & Grounds Super, 441-8555, 430-8129
John Dale, Asst. Director, 441-8511

Billing Address: Bennett Martin Public Library
136 South 14th Street
Lincoln, NE 68508

23. Charles H. Gere Branch Library, 2400 So. 56th Street
24. South Branch Library, 2675 South Street
25. Bethany Branch Library, 1810 No. Cotner Blvd.
26. Anderson Branch Library, 3635 Touzalin Ave.
27. Loren Corey Easley Branch Library, 1530 Superior Street
28. Bess Dodson Walt Branch Library, 6701 South 14th Street

Lancaster County Corrections

Agent: Bob Jarrett, Maint. Mgr., 441-7140, 450-5671

Billing Address: Lincoln Correctional Facility
4420 NW 41st Street
Lincoln, NE 68524

29. Lincoln Correctional Facility, 4420 NW 41st Street

Lancaster Manor

Agent: Jerry Allen, Maint. Director, 441-7101 ext. 264
Tom Fogelman, 441-7101

Billing Address: Lancaster Manor
1001 South Street
Lincoln, NE 68502

30. Lancaster Manor, 1001 South Street

County-City Building Complex

Agent: Mike Lee, Plant Operation Manager, 441-7387, 432-6026
Don Killeen, Bldg. Administrator, 441-7356

Billing Address: County-City Property Management
920 "O" Street, Ste. 302
Lincoln, NE 68508

- 31. West Lot, 9th & "J" Streets
- 32. "H" Street Lot, 8th & "H" Streets
- 33. South Lot, 10th & "H" Streets
- 34. Driver Testing Station 500 West "O" Street

Lincoln/Lancaster Property Management Facilities

Agent: Fred Little, Plant Operations Manager, 441-7355, 432-8526
Don Killeen, Bldg. Administrator, 441-7356

Billing Address: County-City Property Management
920 "O" Street, Ste. 203
Lincoln, NE 68508

- 35. Trabert Hall, 2202 So. 11th Street
- 36. Old Juvenile Attention Center, 2220 So. 10th Street
- 37. Community Mental Health, 2200 St. Mary's Avenue
- 38. Lancaster County Health Department 3140 "N" Street
- 39. Air Park Attention Center, 4520 W. Stanton
- 40. DMV Drivers' Licensing Facility, 625 No. 46th Street
- 41. Election Commission, 601 No 46th
- 42. "K" Street Complex, 440 So. 8th Street
- 43. Lincoln Police Department Substation, 1501 North 27th Street
Scoop Walks for three (3) shifts, loose curb stops in Parking lot next to curb
- 44. 233 Building (old Police Building), 233 North 10th Street
- 45. Youth Services Center (New Juvenile Detention), 1200 Radcliff Street
- 46. Adams Street Center, 3830 Adams Street
- 47. Northeast Senior Center(& Gravel lot on West side), 6310 Platte Avenue

Lincoln Water System (Lincoln)

Agent: Steve Owen, Assistant Superintendent/Water Production, 441-5925, 440-8231
John Miriovsky, Superintendent/Water Production, 441-5932

Billing Address: Lincoln Water System
2021 North 27th Street
Lincoln, NE 68503

- 48. Service Center, 2021 North 27th Street
- 49. Belmont Pumping Station, 4545 North 14th Street
- 50. Southeast Pumping Station, 8121 South Street
- 51. 51st Street Pumping Station, 5125 Cornhusker Hwy.
- 52. Vine Street Pumping Station Street 7705 Vine Street
- 53. Northeast Pumping Station, 9800 Alvo Road
- 54. A Street Pumping Station, (4 Locations), 2945 "A" Street
- 55. Cheney Booster Pumping Station (84th & Pinelake Road)

Lincoln Wastewater System

Agent: Bill Ebers, Facilities Supervisor, 441-7168
Steve Crisler, Assistant Superintendent/Maintenance, 441-7966, 429-0090

Billing Address: Lincoln Wastewater System
2400 Theresa Street
Lincoln, NE 68521

- 56. Northeast Wastewater Treatment Plant, 7000 North 70th Street